



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

## DIGEST OF OTHER RECENT VIRGINIA DECISIONS.

## Supreme Court of Appeals.

KINNEY et al. v. CRAIG et. al.

November 23, 1904.

[48 S. E. 864.]

FRAUDULENT CONVEYANCES—VACATION—EQUITY—BILL—AMENDMENT—NEW CAUSE OF ACTION—DISCRETION—REVIEW.

1. Where, in an action to recover a debt secured by a vendor's lien, the original bill set out facts sufficient to show that a voluntary conveyance from the vendee to a trustee for the benefit of his children, etc., was fraudulent in law, but a demurrer to the bill was sustained on the ground that it did not, in terms, charge that the conveyance was made for the purpose of hindering, delaying and defrauding complainants, an amendment containing such omitted allegation was not objectionable on the ground that it stated a new cause of action.

2. Code, sec. 2929 (2 Code 1904, p. 1551), providing that a voluntary conveyance of the property of a debtor cannot be avoided by his creditors solely on that ground unless suit for that purpose be brought within five years after the right has accrued, does not apply where the conveyance was attacked on the ground of actual fraud.

3. The granting of leave to amend a bill is within the discretion of the trial court, which will not be reversed on appeal unless it is shown that such discretion has been abused.

4. Where, in a suit to recover a debt secured by a vendor's lien, the record showed that plaintiffs were entitled to recover the debt of the defendant from any property he owned when the debt was contracted, and that by a deed of gift defendant had conveyed property liable to the debt in trust for his children, and both the trustee and beneficiaries in such deed were before the court, it was a proper exercise of the court's discretion to permit an amendment of the bill by the addition of a specific allegation that such conveyance had been made by defendant with the intent of defrauding complainants.

AMERICAN AGRICULTURAL CHEMICAL COMPANY v. KENNEDY &amp; CRAWFORD.

November 23, 1904.

[48 S. E. 868.]

CONTRACTS—MUTUALITY OF ENGAGEMENT.

1. A contract by which plaintiff agrees to sell fertilizer, and defendants agree to buy, having no other consideration than their mutual promises, and providing that plaintiff may cancel it at any time, is void for lack of mutuality of engagement, so that defendants may refuse to purchase, though plaintiff manufactures the fertilizer, and puts it in sacks marked for them, and makes tender thereof.